

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

ADJUSTACAM LLC  
*Plaintiff*

v.

AMAZON.COM, INC. *et al.*,  
*Defendants*

Case No. 6:10-cv-329-LED

**JURY**

**DEFENDANTS BEST BUY CO., INC.'S, BEST BUY STORES, L.P.'S AND  
BESTBUY.COM, LLC'S ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT  
FOR PATENT INFRINGEMENT**

Defendants Best Buy Co., Inc., Best Buy Stores, L.P., and BestBuy.com, LLC  
(collectively, "Best Buy") hereby file their Answer to the First Amended Complaint for Patent  
Infringement ("Complaint"), filed by AdjustaCam LLC ("Plaintiff") in the above-captioned  
matter, and state as follows:

**ANSWER**

**Parties**

1. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint, and therefore denies them.
2. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint, and therefore denies them.
3. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the Complaint, and therefore denies them.
4. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint, and therefore denies them.

5. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint, and therefore denies them.

6. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint, and therefore denies them.

7. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint, and therefore denies them.

8. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the Complaint, and therefore denies them.

9. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint, and therefore denies them.

10. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of the Complaint, and therefore denies them.

11. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint, and therefore denies them.

12. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the Complaint, and therefore denies them.

13. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint, and therefore denies them.

14. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint, and therefore denies them.

15. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 15 of the Complaint, and therefore denies them.

16. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the Complaint, and therefore denies them.

17. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17 of the Complaint, and therefore denies them.

18. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint, and therefore denies them.

19. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of the Complaint, and therefore denies them.

20. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 20 of the Complaint, and therefore denies them.

21. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint, and therefore denies them.

22. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint, and therefore denies them.

23. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint, and therefore denies them.

24. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 24 of the Complaint, and therefore denies them.

25. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 25 of the Complaint, and therefore denies them.

26. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 26 of the Complaint, and therefore denies them.

27. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of the Complaint, and therefore denies them.

28. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the Complaint, and therefore denies them.

29. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 29 of the Complaint, and therefore denies them.

30. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 30 of the Complaint, and therefore denies them.

31. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 31 of the Complaint, and therefore denies them.

32. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 32 of the Complaint, and therefore denies them.

33. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of the Complaint, and therefore denies them.

34. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 34 of the Complaint, and therefore denies them.

35. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 35 of the Complaint, and therefore denies them.

36. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of the Complaint, and therefore denies them.

37. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 37 of the Complaint, and therefore denies them.

38. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of the Complaint, and therefore denies them.

39. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 39 of the Complaint, and therefore denies them.

40. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 40 of the Complaint, and therefore denies them.

41. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of the Complaint, and therefore denies them.

42. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 42 of the Complaint, and therefore denies them.

43. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 43 of the Complaint, and therefore denies them.

44. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of the Complaint, and therefore denies them.

45. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of the Complaint, and therefore denies them.

46. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 46 of the Complaint, and therefore denies them.

47. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 47 of the Complaint, and therefore denies them.

48. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 48 of the Complaint, and therefore denies them.

49. Best Buy admits that Best Buy Co., Inc. has a place of business in Richfield, Minnesota.

50. Best Buy admits that Best Buy Stores, L.P. has a place of business in Richfield, Minnesota.

51. Best Buy admits that BestBuy.com, LLC has a place of business in Richfield, Minnesota.

52. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 52 of the Complaint, and therefore denies them.

53. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 53 of the Complaint, and therefore denies them.

54. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 54 of the Complaint, and therefore denies them.

55. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 55 of the Complaint, and therefore denies them.

56. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 56 of the Complaint, and therefore denies them.

57. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 57 of the Complaint, and therefore denies them.

#### **Jurisdiction and Venue**

58. Best Buy admits that Plaintiff avers that this is an action arising under the patent laws of the United States, title 35, United States Code. Best Buy admits that this Court has jurisdiction over the subject matter of this action. Each and every other allegation contained in paragraph 58 is denied to the extent that these allegations relate to Best Buy. Best Buy is

without information or knowledge sufficient to admit or deny the remaining allegations contained in paragraph 58 of the Complaint with respect to any of the other Defendants in this action, and therefore denies such allegations.

59. Best Buy admits that Plaintiff avers venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b), 1400(b). Each and every other allegation contained in paragraph 59 is denied to the extent that these allegations relate to Best Buy. Best Buy is without information or knowledge sufficient to admit or deny the remaining allegations contained in paragraph 59 of the Complaint with respect to any of the other Defendants in this action, and therefore denies such allegations.

**Count I – Infringement of U.S. Patent No. 5,855,343**

60. Best Buy admits that the United States Patent No. 5,855,343 (“the ‘343 Patent”) is titled “Camera Clip.” Best Buy admits that, on its face, the ‘343 Patent states that it was filed on March 7, 1997 and that it was issued on January 5, 1999. Each and every other allegation contained in paragraph 60 of the Complaint is denied.

61. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 61 of the Complaint and therefore denies them.

62. Best Buy denies each and every allegation contained in paragraph 62 of the Complaint.

63. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 63 of the Complaint and therefore denies them.

64. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 64 of the Complaint and therefore denies them.

65. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 65 of the Complaint and therefore denies them.

66. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 66 of the Complaint and therefore denies them.

67. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 67 of the Complaint and therefore denies them.

68. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 68 of the Complaint and therefore denies them.

69. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 69 of the Complaint and therefore denies them.

70. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 70 of the Complaint and therefore denies them.

71. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 71 of the Complaint and therefore denies them.

72. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 72 of the Complaint and therefore denies them.

73. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 73 of the Complaint and therefore denies them.

74. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 74 of the Complaint and therefore denies them.

75. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 75 of the Complaint and therefore denies them.



76. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 76 of the Complaint and therefore denies them.

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81. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 81 of the Complaint and therefore denies them.

82. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 82 of the Complaint and therefore denies them.

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137. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 137 of the Complaint and therefore denies them.

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162. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 162 of the Complaint and therefore denies them.

163. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 163 of the Complaint and therefore denies them.



164. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 164 of the Complaint and therefore denies them.

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172. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 172 of the Complaint and therefore denies them.

173. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 173 of the Complaint and therefore denies them.

174. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 174 of the Complaint and therefore denies them.

175. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 175 of the Complaint and therefore denies them.

176. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 176 of the Complaint and therefore denies them.

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182. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 182 of the Complaint and therefore denies them.

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187. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 187 of the Complaint and therefore denies them.

188. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 188 of the Complaint and therefore denies them.

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197. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 197 of the Complaint and therefore denies them.

198. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 198 of the Complaint and therefore denies them.

199. Best Buy denies each and every allegation contained in paragraph 199 of the Complaint.

200. Best Buy denies each and every allegation contained in paragraph 200 of the Complaint.

201. Best Buy denies each and every allegation contained in paragraph 201 of the Complaint.

202. Best Buy denies each and every allegation contained in paragraph 202 of the Complaint.

203. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 203 of the Complaint and therefore denies them.

204. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 204 of the Complaint and therefore denies them.

205. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 205 of the Complaint and therefore denies them.

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211. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 211 of the Complaint and therefore denies them.

212. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 212 of the Complaint and therefore denies them.

213. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 213 of the Complaint and therefore denies them.

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221. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 221 of the Complaint and therefore denies them.

222. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 222 of the Complaint and therefore denies them.

223. Best Buy denies each and every allegation contained in paragraph 223 of the Complaint to the extent that these allegations relate to Best Buy. Best Buy is without information or knowledge sufficient to admit or deny the remaining allegations contained in paragraph 223 of the Complaint with respect to any of the other Defendants in this action, and therefore denies such allegations.

224. Best Buy denies each and every allegation contained in paragraph 224 of the Complaint to the extent that these allegations relate to Best Buy. Best Buy is without information or knowledge sufficient to admit or deny the remaining allegations contained in paragraph 224 of the Complaint with respect to any of the other Defendants in this action, and therefore denies such allegations.

225. Best Buy denies each and every allegation contained in paragraph 225 of the Complaint to the extent that these allegations relate to Best Buy. Best Buy is without information or knowledge sufficient to admit or deny the remaining allegations contained in paragraph 225 of the Complaint with respect to any of the other Defendants in this action, and therefore denies such allegations.

226. Best Buy denies each and every allegation contained in paragraph 226 of the Complaint to the extent that these allegations relate to Best Buy. Best Buy is without information or knowledge sufficient to admit or deny the remaining allegations contained in paragraph 226 of the Complaint with respect to any of the other Defendants in this action, and therefore denies such allegations.

#### **Prayer for Relief**

To the extent a response is required to Plaintiff's prayer for relief, Best Buy admits that Plaintiff seeks various forms of relief in this action. Best Buy denies that Plaintiff is entitled to any relief in this action to the extent such relief relates to Best Buy. Best Buy lacks knowledge or information sufficient to form a belief as to the truth of the allegations that Plaintiff is entitled to relief with respect to any of the other Defendants in this action, and therefore denies such allegations.

Additionally, all allegations of the Complaint not expressly admitted herein are denied.

#### **Jury Demand**

Best Buy admits that Plaintiff requests a trial by jury, but denies that Plaintiff is entitled to any relief in this action, including, but not limited to, all relief that Plaintiff requests in its Prayer for Relief.

#### **AFFIRMATIVE AND OTHER DEFENSES**

Best Buy asserts the following affirmative and other defenses, and reserves the right to amend its Answer as additional information becomes available and additional defenses become apparent.

**First Defense**  
**(No Infringement)**

227. Best Buy does not infringe and has not infringed, either directly, contributorily, or by inducement, any claim of the '343 Patent, either literally or under the doctrine of equivalents.

**Second Defense**  
**(Invalidity)**

228. The claims of the '343 Patent are invalid for failure to comply with one or more provisions of the patent laws of the United States of America, Title 35, United States Code, including, but not limited to, 35 U.S.C. §§ 101, 102, 103, and/or 112.

**Third Defense**  
**(Limitation on Damages)**

229. Plaintiff's recovery for alleged infringement of the '343 Patent, if any, is limited to alleged infringements committed no more than six years before the filing of the Complaint pursuant to 35 U.S.C. § 286.

**Fourth Defense**  
**(Patent Marking and Notice)**

230. Some or all of Plaintiff's claims are limited by failure to comply with the marking and notice requirements of 35 U.S.C. § 287.

**Fifth Defense**  
**(Waiver and/or Equitable Estoppel)**

231. Plaintiff's claims are barred by the doctrines of waiver and equitable estoppel.

**Sixth Defense**  
**(Laches)**

232. Plaintiff's claims are limited by the doctrine of laches.



**Seventh Defense**  
**(License, Implied License and/or Patent Exhaustion)**

233. Plaintiff's infringement claims are barred by one or more of the doctrines of license, implied license and patent exhaustion.

**Eighth Defense**  
**(Unclean Hands)**

234. The claims of the '343 Patent are unenforceable under the equitable doctrine of unclean hands.

**Ninth Defense**  
**(Prosecution History Estoppel)**

235. Plaintiff's claims are barred under the doctrine of prosecution history estoppel.

**Tenth Defense**  
**(Government Sales)**

236. Plaintiff's claims are limited under 28 U.S.C. § 1498.

**Eleventh Defense**  
**(Intervening Rights)**

237. Plaintiff's claims are barred or limited under 35 U.S.C. §§ 252, 307(b).

**Twelfth Defense**  
**(Adequate Remedy at Law)**

238. Although Best Buy denies that Plaintiff is entitled to any relief in this action, Plaintiff's request for an injunction or other equitable relief is barred because Plaintiff has an adequate remedy at law; therefore, no basis exists upon which to grant equitable relief.

**Thirteenth Defense**  
**(Lack of Standing)**

239. Plaintiff lacks standing to assert the '343 Patent, and Plaintiff's complaint should be dismissed for failure to join an indispensable party.

**Fourteenth Defense**  
**(Other Applicable Defenses)**

240. Best Buy expressly reserves the right to assert any other legal or equitable defenses to which it is shown to be entitled.

**PRAYER FOR RELIEF ON PLAINTIFF'S COMPLAINT**

WHEREFORE, Defendant Best Buy asks the Court to enter judgment granting the following relief:

- A) Denial of Plaintiff's request that Best Buy be found to have infringed the '343 Patent;
- B) Denial of Plaintiff's request that Best Buy be found to commit willful and objectively reckless infringement;
- C) Denial of Plaintiff's request for an injunction against Best Buy as to the '343 Patent;
- D) Denial of Plaintiff's request for damages relating to the '343 Patent;
- E) Denial of Plaintiff's request for enhanced damages;
- F) Denial of Plaintiff's request that the case be declared exceptional pursuant to 35 U.S.C. § 285 as well as denial of Plaintiff's request for attorneys' fees;
- G) Denial of Plaintiff's request for other and further relief;
- H) Dismissal of Plaintiff's claims with prejudice and that Plaintiff take nothing therefrom;
- I) Declaring this case is exceptional and awarding Best Buy reasonable attorneys' fees as provided by 35 U.S.C. § 285; and
- J) An award to Best Buy of such other relief as the Court finds just and proper.

DATED: October 25, 2010

By: /s/ Steven R. Daniels

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LLC**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this notice was served on all counsel of record who have consented to electronic service as this district requires. Local Rule CV-5(a)(3)(A).

/s/ Steven R. Daniels